

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL  
STATE OF CALIFORNIA  
AND  
CHANNEL ISLANDS CHAPTER 105  
ASSOCIATION OF CIVILIAN TECHNICIANS

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## PREAMBLE

- a. Recognizing the benefits to be derived from a mutual interest in maintaining a strong California Air National Guard, the Parties hereto assume the responsibility for encouraging all Practices which promote efficient operations. In fulfilling this responsibility, the Parties do affirm that all efforts will be made to insure a full day's work on the part of all employees in the unit, to improve the quality of workmanship, to encourage the submission of constructive work improvement and cost reduction ideas, to vigorously promote accident prevention and exert concerted effort to strengthen good relations between management, employees and the local community.
- b. The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the California Air National Guard at Channel Islands AGSNGB, California, and the well-being of the employees thereof within the meaning of Public Law 95-454, and the Civil Service Reform Act (CSRA of 1978). The Parties hereto concur this purpose can best be accomplished by mutual interest and through the establishment of basic understanding relative to personnel policies and practices and matters affecting working conditions of employees in the unit.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## ARTICLE I

### GENERAL PROVISIONS

#### SECTION I - PURPOSE

##### 1-1 AGREEMENT

Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between the Adjutant General, California National Guard, hereinafter referred to as the Employer, and Channel Islands Chapter 105, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

##### 1-2 MUTUAL COVENANTS

This agreement identifies the mutual covenants of the parties hereto which have the intention and purpose to:

- a. Promote and improve the efficient administration of the California ANG and the well being of its employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

##### 1-3 CONTRACT DISTRIBUTION

The employer will cause a copy of this agreement to be printed (printing to occur approximately thirty (30) days after the effective date of the agreement) and a copy furnished to each technician currently employed at the time the agreement becomes effective, and furnish a copy of such agreement during the effective time period of such agreement to each technician subsequently hired. The cost of publishing the agreement will be borne by the employer.

##### 1-4 SUPERVISOR TRAINING

The employer will insure that supervisory personnel are briefed as to the provisions of this agreement.

### SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

#### 1-5 BARGAINING UNIT

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the Civilian Technicians as their representative for purposes of

exclusive recognition, and that pursuant to Public Law 95-454, the said organization is the exclusive representative of all Civilian Technicians in the bargaining unit.

**INCLUDED:** All wage grade and general schedule Civilian Technicians employed by the agency.

**EXCLUDED:** All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

**NOTE:** In applying this paragraph, § 7112 Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a labor department clarification of unit.

#### 1-6 APPLICATION

This agreement, to include all articles herein, is applicable to all bargaining unit technicians, whether labor organization members or not.

#### 1-7 SUPERVISORS LIST

A list of supervisory positions and names will be provided to the labor organization with changes as they occur through promotion or demotion.

#### 1-8 GENDER REFERENCES

It is agreed that for the purpose of this agreement, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

### SECTION III - CIVILIAN TECHNICIAN RIGHTS

#### 1-9 PUBLIC LAW 95-454

Parties to this agreement recognize that, "each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from;

- (a) being represented by an attorney or other representative, other than the labor organization, of the employees own choosing; or
- (b) exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure, negotiated within this agreement.

#### 1-10 EMPLOYEE PARTICIPATION

The employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct of operations and the efficient administration, as well as the well being of its employees, require that orderly and constructive relationships be maintained. Employees in the Bargaining unit will not be required to wear the military uniform while appearing as a grievant, witness before a third party proceeding, i.e., impasse, arbitration, FLRA or adverse action hearings.

### SECTION IV - MANAGEMENT RIGHTS

#### 1-11 PUBLIC LAW 95-454 change to as per 7106

Management officials of the agency retain these rights, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the employer.
- b. To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the employers operations shall be conducted.

d. With respect to filling positions, to make selection for appointments from:

(1) Properly ranked and certified candidates for promotion; or

(2) any other appropriate source.

e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

#### 1-12 CONTRACT NEGOTIATIONS

Nothing in this agreement shall preclude the employer from negotiating with the labor organization on matters with respect to the mission of the employer; its budget; its organization; the number of employees; and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

#### 1-13 NEGOTIATED PROCEDURES

Nothing in this agreement shall preclude the parties from negotiating procedures which the employer will observe in exercising any authority in carrying out of the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the employer.

### SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES

#### 1-14 EXCLUSIVE REPRESENTATIVE

The labor organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Civilian Technicians in the bargaining unit. The labor organization is responsible for representing the interests of all Civilian Technicians of the bargaining unit it represents without discrimination and without regard to labor organization membership.

#### 1-15 REPRESENTATION RIGHTS

An exclusive representative of the local labor organization shall be given the opportunity to be represented at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local labor organization shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation. The employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action.

#### 1-16 INDIVIDUAL RIGHT TO REPRESENTATION

A Civilian Technician is not precluded from;

(a) being represented by an attorney or other representative, other than the labor organization, of the employees own choosing; or

(b) exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

#### 1-17 TECHNICIAN RIGHTS

a. The labor organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The labor organization will not coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.

b. The labor organization will not discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national

origin, sex, age, political affiliation, marital status or handicapping condition.

#### 1-18 PROHIBITED PRACTICES

The labor organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the employer in a labor management dispute if such picketing interferes with the agency's operations. The labor organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

#### 1-19 CONTRACT ENFORCEMENT

The labor organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

#### 1-20 INTERNAL LABOR ORGANIZATION BUSINESS

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

#### 1-21 BULLETIN BOARDS

The employer agrees that the labor organization shall be afforded bulletin board space for the display of labor organization material as follows:

- a. On existing "consolidated" bulletin boards, sufficient space to allow for posting of labor organization material.
- b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility or building, the labor organization may place one bulletin board per building.
- c. On other existing electronic bulletin boards and CCTV as appropriate.
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The labor organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

#### 1-22 COPIER USE

The employer agrees to allow the labor organization use of existing copier equipment providing such use is limited to labor relations issues between the parties.

#### 1-23 DISTRIBUTION

A distribution box will be provided to the labor organization at the central distribution point.

### ARTICLE II

#### PERTINENT INFORMATION AND DIRECTIVES

#### APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

##### 2-1 EMPLOYER INFORMATION

The employer agrees to place the labor organization on distribution for all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

##### 2-2 LABOR ORGANIZATION INFORMATION

The labor organization agrees to provide the employer with any pertinent labor/management relations directives that they receive.

##### 2-3 TECHNICIAN MANNING DOCUMENT

The employer agrees to furnish the labor organization, as changes occur, a copy of the applicable Technician Manning document.

##### 2-4 BARGAINING UNIT MEMBERS

The employer agrees to supply the labor organization with a current list of names and business addresses of all bargaining unit members. The labor organization recognizes that it is responsible for maintaining the provided information. Current list to be provided to the labor organization, upon their written request to the Human Relations Management Office. Frequency of requests should be limited to an as needed basis.

ARTICLE III  
LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

The shop steward is an official labor organization representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter which will affect the conditions of employment of the employees within the section prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

3-2 HEAD STEWARDS

Pursuant to this agreement, the labor organization will designate head stewards in the following areas:

- a. Wing
- b.a. Logistics
- c.b. Operations
- d.c. Support

3-3 NUMBER OF STEWARDS

Fourteen (14) additional stewards may be designated by the labor organization. The labor organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY. This steward will be selected from the members going TDY.

- a. Subject to mission requirements, stewards will have their option of shifts, provided their section is working shifts. Supervisors will be notified prior to establishment of a work schedule.
- b. Stewards will have preference of using annual leave within the section. The steward will not override anyone who has previously scheduled annual leave.

3-4 LIST OF OFFICERS AND STEWARDS

The Human Resources Office Support Personnel Management Office will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

ARTICLE IV  
LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

The employer will continue to provide the labor organization with an adequate office area.

4-2 TELEPHONE

Telephone service will be provided by the employer. The labor organization is responsible for its own long distance charges.

4-3 ENVIRONMENTAL SUPPORT

The office space will be environmentally supported in the same manner as the rest of the building.

4-4 FURNITURE

The labor organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and furniture as needed.

ARTICLE V  
PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The standard form for dues deduction will be supplied by the labor organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed standard form will be given by the labor organization to the Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding (.007 percent of base pay) and that the member has been advised of the contents of the form, and the

individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the members rate of base pay changes.

c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization.

(1). When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the employee upon the employee's return to the bargaining unit.

(2). The Labor Organization agrees to provide the HRMO with SF form 1187 when requested.

(3). It is the individuals responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect labor organization associated insurance's, or other labor organization benefits.

#### 5-3 DUES LIST

A listing in two 2 copies will be provided to the labor organization, of those persons from whom a payroll deduction was made. The listing will contain the name and SSN of the technicians of the labor organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to the mailing address as designated in writing by the labor organization.

#### 5-4 DUES REVOCATION

The employer agrees to provide the labor organization with copies of the standard form for use in revoking dues allotments. These forms will be available in the labor organization office to those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form into the Civilian Pay Office.

b. The Civilian Pay Officer shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the labor organization within three (3) working days after receipt of the signed form from the employee.

c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

### ARTICLE VI

#### OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

##### 6-1 OFFICIAL TIME

Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the

employing agency and the labor organization. Official time provisions encompass negotiations between an exclusive representative and an agency, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement.

#### 6-2 GRANTING OF OFFICIAL TIME

Official time will be granted in the following manner. The labor organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- (a) Stewards(s) conferring with employees and/or supervisors on grievances.
- (b) Labor management meetings will be held monthly, on a scheduled basis, with an agenda as necessary, to meet and confer, and/or bargain procedures and implementation of policies which affect working conditions or for the labor organization to make recommendations to management. Additional meetings may be called by either party, as required.
- (c) Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s).
- (d) Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the labor organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- (e) To prepare and maintain records and reports required of the labor organization by federal agencies. To maintain financial records and books required to complete IRS reports.

#### 6-3 STEWARDS TRAINING

The labor organization is authorized official time to train officers and shop stewards. Each position is authorized no more than four (4) days of training per year for the duration of this agreement. An Each officer may shall be granted a total of twelve (12) days of administrative leave, per year, for labor organization sponsored training, or outside training programs. It is understood that this training will be of mutual benefit concern to management and the employee as a representative of the labor organization. The labor organization will request this leave with supervisors concurrence by letter, including the agenda of the training, for approval by the Human Resources Office. Human Relations Management Office, with a copy to each labor representative's supervisor.

#### 6-4 CIVILIAN ATTIRE:

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other labor organization activity related functions. These functions include but are not limited to:

- a. While engaged in negotiations of any kind with agency representatives.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U. S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include investigations and complaints.
- f. When representing the Labor Organization on committees, at hearings, or at third party proceedings.
- g. Employees in the bargaining unit will not be required to wear the military uniform, while:
  - 1) Processing a grievance at any step of the negotiated grievance procedure.



2) Appearing as a grievance or witness in any third party proceeding.

## ARTICLE VII

### WAGE-BOARD COMMITTEE REPRESENTATION

#### 7-1 LABOR ORGANIZATION PARTICIPATION

The employer agrees that representatives of the labor organization, if requested by the Local Wage Survey Committee, through the employer, will participate in accordance with FPM Supplement 531-2 in FWS wage surveys. Time required to perform required duties will be in a duty status.

## ARTICLE VIII

### NEW EMPLOYEE COUNSELING PROCEDURES

#### 8-1 PROCEDURE

The employer will establish procedures to assure that a new employee will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment.

#### 8-2 CHECKLIST

- a. A checklist will be used to cover all items that each new technician must be made aware of.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be filed in the technician's personnel records (at HRMO) as a temporary document.

Note: temporary in this case means indefinitely.

#### 8-3 NOTIFICATION

The labor organization will be notified in writing of all new employees, within three (3) days of new employee counseling.

## ARTICLE IX

### WORK REQUIREMENTS

#### 9-1 ADDITIONAL DUTY

The employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

## ARTICLE X

### BASIC WORK WEEK - HOURS OF WORK

#### 10-1 ADMINISTRATIVE WORK WEEK

The administrative work week is established as Tuesday through Friday with Tuesday as the first day.

#### 10-2 BASIC WORK WEEK

The basic work week is established as the first forty (40) hours worked during the administrative work week by each technician.

#### 10-3 SHIFTS

Standard shifts are established as being: A schedule, ten and one half (10 1/2) hours in length with one half (1/2) hour scheduled for lunch break. Each technician is authorized a one half (1/2) hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled between 1030 and 1300. All bargaining unit members will be allowed to use any thirty (30) minute period within this time frame, subject to mission requirements. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their thirty (30) minute lunch break midpoint in the shift. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minute or less within close proximity to their work station and be available for work assignments. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If technicians are

not allowed a one half (1/2) hour break, they will be released one half (1/2) hour prior to the end of the scheduled shift.

#### 10-4 STANDARD SHIFTS

The following shifts are established as standard shifts. Supervisors and managers have the right to schedule their respective work areas on any of the listed shifts, with proper notice and after prior notice to the shop steward. The employer retains the right to establish any other shift required, if mission requirements, or special projects dictate a needed change and after negotiation with the labor organization. Special shifts that need to be established for deployments and special operations for short times in duration may be established, provided such shifts do not exceed a two week period. SEE, Article 14-8.

10 hour four (4) DAY SHIFTS:

0600 - 1630 hours

0700 - 1730 hours

#### 10-5 SPECIAL SHIFT ASSIGNMENTS

The employer agrees that any employee who requests to work specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) may will be granted special consideration in shift selection.

#### 10-6 SHIFT CHANGE NOTIFICATION

Shift changes will be kept to a minimum. In the event of shift change Technicians will be given as much advance notes as possible. notified no less than seven (7) days in advance of a shift change. work schedules will be posted, in each work area, no less than seven (7) days in advance. Technicians will be notified of unusual work schedules or duties no less than seven (7) days in advance.

Shift differential, if authorized, for original shift will be paid as applicable. if seven (7) days notice is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the employer's reasonable control or ability to anticipate, the employer will notify the effected technician as soon as possible. are excluded from the seven (7) day notice requirement.

#### 10-7 SHIFT REASSIGNMENT

Management will not remove, without cause, an individual, who has routinely worked a shift (either afternoons, days, rotating, etc.) from that shift unless that shift is abolished, or the shift manning requirements change.

#### 10-8 OVERTIME/COMPENSATORY TIME

Refer to Article 18-5.

#### 10-9 STANDBY/BEEPERS

No standby at home in a non-pay status will be required of any technician. Employee's will not be required to carry or respond to "beepers" unless they are in a duty and pay status.

#### 10-10 BREAK TIME

One fifteen (15) minute break period is authorized for each four (4) hour period of continuous work.

#### 10-11 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or TPM.

### ARTICLE XI

#### POSITION DESCRIPTION

##### 11-1 POSITION DESCRIPTION

a. Position descriptions will be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s). When a new or revised Position Description (PD) is implemented, the labor organization and the affected technician(s) will receive a copy.

b. An employee may request his supervisor, in writing, to initiate action to insure that a request is forwarded through channels to the Human Recourses Office Support Personnel Management Office (SPMO) for a review of his duties and position description or pay grade for content, title and level when he believes that the duties and responsibilities of the position description are not in agreement with the duties assigned and performed.

c. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the Support Personnel Management Office. The Employer assures the employees of the right to appeal the correctness of the position classification without restraint, prejudice or reprisal.

#### 11-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation of this agreement.

#### 11-3 ADDITIONAL DUTIES AND DETAILS

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis Refer to Article 12,2... The employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

### ARTICLE XII

#### DETAILING OF TECHNICIANS

##### 12-1 DEFINITION

a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician returning to the original position at the conclusion of the detail.

b. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

##### 12-2 PROCEDURE

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner. There-fore the following procedures are established:

a. Qualified volunteers for details will be sought and excepted in order of seniority before non-volunteers are assigned.

b. When no volunteers or an inadequate number of volunteers are available management will make selection (s) based on mission requirements. in reverse order of seniority.

c. To the extent possible the employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.

c.d. It is recognized that their may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected employees.

##### 12-3 RECORDING OF DETAILS:

Official details will be recorded on SF Form 50 at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).

##### 12-4 TEMPORARY PROMOTION

When the employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than one (1) pay period, the

assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay.

A SF 50 will be submitted and approved for no later than the first working day of the temporary promotion. If the temporary promotion is to last for a period of thirty (30) days or longer it will be filled competitively and the Merit Promotion Article procedures will be utilized.

#### 12-5 JOB ENHANCEMENT

Management recognizes that assignments to higher grade position, duties, and/or training may ultimately lead to new or better job opportunities. Management will determine what qualifications are required based on the mission requirements of a particular training assignment. Qualified volunteers for a training will be sought and accepted in order of seniority before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available management will make selection (s) based on mission requirements in reverse order of seniority. This procedures will apply to all the following situations:

- a. Appointment as permanent understudy.
- b. Detail of technicians for which no position is available but it can be anticipated that a full-time position will be forthcoming in the future.
- c. All training opportunities i.e. technical schools, Field detachment training, manufacture training etc.

### ARTICLE XIII

#### JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

##### 13-1 INTRODUCTION

The employer and the labor organization recognize the vital nature of the performance evaluation process. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and their supervisor.

##### 13-2 APPRAISAL PERIOD

- a. Technicians will be given: (1) a TECHNICIAN (civilian) PERFORMANCE APPRAISAL, annually during the birth month. Supervisors will maintain a list of employees that they supervise which sets forth each employee's name, the employees birth date and the date each employee's evaluations are to be/are completed. This list will be open for review upon the request of the employee or the shop steward.
- b. A minimum of 120 days supervision is required before an appraisal can be rendered.
- c. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- d. When a major change (a change in any critical element) to the job standard occurs within 120 days before the anniversary date, the technician appraisal will be based on the old standard.
- e. A close-out performance appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than 120 days remaining with in the appraisal period, after the appointment of the new supervisor.

##### 13-3 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS:

- a. NGB TPM 430 dated 1 October 1980 will be used as a guide in the development of performance standards and identification of critical elements.
- b. The supervisor with employee participation will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the performance standards and critical elements form, NGB Form 430.
- c. When a supervisor and technician cannot agree on critical job elements and performance standards the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will attempt to resolve any disagreement.
- d. The employee has the right to grieve at any time the content of a performance standard which:

- 1) fails to incorporate law, rule, or regulation.
- 2) does not correspond to the position description.
- 3) fails to accurately reflect the actual duties performed.
- e. A complete copy of the performance standard will be provided to the technician at the beginning of the new appraisal period and whenever a revision occurs.
- f. It is encouraged that performance standards be established to include Excellent and Outstanding appraisal levels of performance that can clearly be distinguished from fully acceptable performance.

#### 13-4 THE APPRAISAL

It is the responsibility of the employer to ensure: the timely completion of both the job standard and the performance evaluation; that the evaluated employee receives the original of both documents; and that an accurate copy of each document is promptly forwarded to the HRMO for placement in the employee's performance folder.

- a. At the end of the appraisal period the supervisor will review the technicians performance appraisal with the technician. The technician may question the appraiser on any aspect of the appraisal.
- b. If the technician experiences a problem in receiving a timely performance evaluation or suspects an irregularity with any aspect of the performance evaluation process, that employee is entitled to bring the matter to the supervisor's attention, contact the HRMO performance system POC, or the STEWARD.
- c. Appraisals will not be back dated. If an appraisal cannot be performed on time (during the thirty (30) day period following the technician's birth month) the technician will be notified by the supervisor. This notification will include an explanation and a completion date for the late appraisal. When the late appraisal is accomplished the actual date will be so noted.
- d. A technician who receives a less than fully acceptable rating and is not satisfied with the appraisal may appeal to the State Impartial Review Board within thirty (30) calendar days of receipt of the appraisal. The technician is entitled to labor organization representation anytime after receiving the appraisal and during an appeal or when appearing before the board. The board shall be called to hear the technicians appeal and shall issue its report and recommendation, to the Adjutant General, within ten (10) calendar days after conclusion of the hearing. The Adjutant General will issue his decision to the appellant within fifteen (15) calendar days of the board issuing its recommendations.

#### 13-5 APPRAISALS OF LABOR ORGANIZATION OFFICIALS:

The time spent by labor organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

#### 13-6 PERIODIC COUNSELING:

For the purpose of this agreement periodic counseling will occur a four (4) month intervals.

Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training.

- a. Supervisors will be notified by the HRMO office no later than the end of the first week of the counseling month. The counseling will be accomplished not later than the last day of the scheduled counseling month.
- b. The counseling date and subject matter will be documented on the NGB 904-1. The entry will be in pencil and initialed by both the employee and the supervisor conducting the counseling. The above procedure although time consuming, the benefits derived will ensure the employee receives as fair and accurate assessment of their performance. These frank and open counseling

should also maintain good supervisor and employee relations.

#### 13-7 Performance Incentive Awards

All full-time technicians in the California Air National Guard should receive an annual monetary award based on performance . Employees attaining an excellent or outstanding performance rating shall be considered for a cash award. The award will be administered in accordance with the TPM ANNEX-E.

### ARTICLE XIV

#### TDY

##### 14-1 GENERAL

A TDY will be announced as soon as information on the assignment is available, but not less than thirty (30) days before projected deployment. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on moral of the individual technician. Information on the assignment will be made known on a continuing basis to the affected technicians as it becomes available.

##### 14-2 STEWARD

The labor organization will be informed of the deployment requirements and kept updated. As soon as practical a steward may be appointed by the labor organization in accordance with Article 3 paragraph 3. For the period of the TDY, that steward will be the labor organization point of contact. Contingent upon the appointment of a steward the labor organization is the point of contact.

##### 14-3 ASSIGNMENT OF QUALIFIED TECHNICIANS

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted in order of seniority before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available management will make selection (s) based on mission requirements in reverse order of seniority.

##### 14-4 STATUS

If preference of status is available, required leave status will be in accordance with Article 18 of this agreement.

##### 14-5 MODE OF TRANSPORTATION

Employees will use the method of transportation administratively authorized on travel orders as most advantages to the Government.

Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employees responsibility. Travel by privately owned conveyance may be authorized when employee's are engaged on official business. Travel by privately owed vehicles will not be directed but may be authorized at the Employer's discretion. When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTR's. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

##### 14-6 TRAVEL VOUCHERS

The employee will submit a travel voucher, DD Form 1351-2, to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per

diem/travel arrangements, may be accomplished while on duty status. A trained individual is available to advise/assist the technician with such vouchers during normal duty hours.

#### 14-7 TRAVEL ADVANCES

If authorized and requested advance per diem will normally be determined and paid a maximum of three (3) days in advance of the departure date. Those technicians authorized to carry the government charge card will not normally be entitled to advance per diem. ATM features will be used to provide these employee's with the necessary per diem.

#### 14-8 WORK SCHEDULES

A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) days in advance if the information is available. Employee work schedules should reflect known work requirements of the TDY. If the employee is on any form of authorized leave status (military, annual, or compensatory) during the TDY for the purpose of being in a military status, the leave is from the technician position and therefore the employee's work schedule should reflect the requirements of work had the employee not been scheduled for TDY. Work schedules will not be adjusted to avoid charging of military leave.

#### 14-9 WORKING CONDITIONS

The employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician.

#### 14-10 COMPENSATORY TIME

a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0600 to 1630 from Tuesday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday, Monday and holidays) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0600 and after 1630 would not be considered as "hours worked". Compensatory time may be granted for time spent in a travel status which is outside of scheduled duty hours on the scheduled work day.

b. When management is unable to schedule or control the administration of work or assignment, any technician required to work, "standby", or travel on other than normal duty hours will be paid or receive hour for hour compensatory time.

c. When practical, travel will normally be arranged within the employees scheduled hours of work.

#### 14-11 HOME STATION WORKLOAD

The employer acknowledges that a TDY may create additional work loads for technicians who remain at home station. Every effort will be made to keep workloads and special details to a minimum.

#### 14-12 PRUDENCE IN TRAVEL/ORDERS:

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience. TDY Orders will be prepared and delivered, five (5) working days in advance of departure. Civilian status TDY orders will reflect both the civilian and military grade of the individual concerned.

## ARTICLE XV

### TRAVEL

#### 15-1 AUTHORIZATION

All travel on military aircraft shall be by those employees and persons authorized to do so under DOD Directives 4515.13-R, which governs that type of travel.

#### 15-2 PER DIEM

Per Diem for travel or temporary duty as a technician shall be paid at the maximum rate in accordance with the Joint Travel Regulations, Volume II.

#### 15-3 SPECIAL

Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode that would have been provided by the transportation office including constructive per diem for travel by that mode. When the actual Privately Owned Vehicle (POV) costs are less than the constructive costs reimbursement will be in the amount of the actual costs. All other time used will be in an authorized leave status. An employee with a medical certification shall not be required to travel by aircraft and may use other methods of transportation, and is not bound by the above restrictions.

#### 15-4 SEVEN (7) DAYS NOTICE

Each employee shall be given a minimum of seven (7) day notice of travel requirement, if possible.

## ARTICLE XVI

### ENVIRONMENTAL DIFFERENTIAL PAY

#### 16-1 EDP /HDP REQUESTS

1. Environmental differential and hazard duty pay requests will be handled in an expedient manner in accordance with TPM ANNEX-F.

#### 16-2 EDP/HDP IN EFFECT

2. All differentials (EDP/HDP PAY) presently paid will remain in effect for the duration of this agreement, or until it is agreed by the parties that the hazard has been eliminated.

## ARTICLE XVII

### HEALTH, SAFETY, AND WELFARE

#### 17-1 GENERAL

- a. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for technicians. The Labor organization will cooperate to that end, and will encourage all technicians to work in a safe manner. It is further agreed that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The supervisor and employee have a responsibility to insure that employees are using/wearing proper safety equipment. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, an employee shall immediately notify their first level supervisor, who shall in turn, correct the deficiency or initiate a request for assistance or take appropriate actions as deemed necessary. If the supervisor is in doubt, he will immediately seek assistance and guidance from appropriate safety and technical personnel.
- b. The employer acknowledges an employee has the right to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting to supervisors".
- c. The Employer agrees to make every effort to secure emergency medical aid and transportation for ill or injured employees.
- d. The Employer agrees to make every reasonable effort to insure there are traditional standards



of heat, ventilation, lighting and sanitary facilities commensurate with the task being performed at the work site.

#### 17-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

- a. The Occupational Safety and Health (OSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.
- b. The Council will meet at least quarterly to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.
- c. The Labor Organization will be notified of the Council agenda items that deal with employee orientated OSH matters or labor submitted Hazard Reports.
- d. Labor Organization Representatives may be present during discussions of employee orientated or Labor Organization submitted Hazard Reports.

#### 17-3 WORKMAN COMPENSATION

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workman compensation claims will be coordinated with the HRMO. In all situations involving federal workman compensation, the HRMO is available to assist the employee and if necessary ensure all required procedures are accomplished. In the event of a workman compensation claim, Management will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act.

#### 17-4 EXTREME WEATHER

The employer and the labor organization mutually recognize the hazards of working in extreme weather conditions, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the employer at no cost to the employees.

- a. Management acknowledges that there are certain weather factors beyond which employees are incapable of performing sustained work.
- b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied.

#### 17-5 TDY SAFETY

When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

#### 17-6 SAFETY GLASSES AND PROTECTIVE CLOTHING

- a. The employer will furnish at no cost to the technicians, safety eye glasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician will furnish a current eye glass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may select either plain or tinted lenses.
- b. All protective clothing and equipment authorized by applicable regulations and TA's will be

provided by the employer at no cost to any technician.

#### 17-7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

a. Hazardous material information and training will be made available IAW current DOD directives and AFOSH standard 161-21.

b. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will occur before employees are exposed to hazardous materials.

c. All training will be properly documented to insure completion of required training.

d. Manufacturer Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals.

#### 17-8 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by any agency or persons contracted by the Employer to conduct the survey's.

#### 17-9 HAZARD REPORTING

a. A hazard may be reported by any person and may be submitted on any event or condition that effects safety.

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft.
- (2) Ground operation and maintenance of vehicles.
- (3) Operation and maintenance of facilities.
- (4) Training and education programs.
- (5) Work environment.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report, will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office.

d. The Safety Office will review and evaluate the report IAW applicable directives.

e. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW with regulations or file a grievance.

NOTE: Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees.

f. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

(1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

(2) The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the

employee must report the situation to his supervisor or the next immediately available higher level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office as well as contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.

(4) Should the Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

(a) Setting aside his or her concerns and perform the work or;

(b) Disobey the order and risk disciplinary action, for example, insubordination.

(5) Continued refusal by the employee at this point would be justified if there was a reasonable basis for the employee to believe that imminent danger was present.

### 17-10 PHYSICAL FITNESS

Civilian Technicians are authorized three (3) Hours per week of official time to participate in the physical fitness program in accordance with the established policy of the employer.

## ARTICLE XVIII

### LEAVE

#### 18-1 GENERAL

California Support Personnel Management Regulations (Technician Personnel Manual) establishes the basic leave policies for technicians of the California Air National Guard. No changes will be made by the employer to any provision of the plan without first consulting and negotiating with the labor organization. The provisions of this regulation are subject to this negotiated agreement.

#### 18-2 ANNUAL LEAVE

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.

(1) The supervisor agrees not to cancel previously approved leave except for reasons clearly essential to mission accomplishment. Such cancellation will be in writing to the affected employee indicating the basis of the cancellation.

(2) An employee may cancel previously requested leave at any time. However, when such cancelled leave was previously scheduled through consideration of seniority, seniority need not be considered in the rescheduling of such leave.

b. Each technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave is mission accomplishment. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the Technician(s) with the greatest amount of Seniority will be given preference.

c. Unscheduled annual leave. The employee will contact the supervisor before the start of the shift. The employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor a two hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

d. Annual leave will be charged to a Technician's account in one hour increments.

e. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for carry over of annual leave in excess of 240 hours will

be accomplished in accordance with SPMR 630. Supervisory recommendations to do so must be in writing and forwarded to the Human Resources Office SPMO 30 days prior to the end of the current leave year.

f. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

#### 18-3 LEAVE TRANSFER

The leave transfer program is a program to donate leave to another employee's leave account. When need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists. Changes to implementing instructions will be impact bargained.

#### 18-4 SICK LEAVE:

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required under the following conditions:

(1) For absence in excess of three (3) workdays days may require a medical certificate or an employee's signed statement certifying the period of illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or illness that does not require the services of a physician. Employee's signed statement be provided to the employee's supervisor. A medical certificate must contain the following:

(1). The date(s) the employee was incapacitated for duty and the estimated date of return to duty.

(2). The doctor's name, address, and telephone number.

(3). Signature of the attending physician.

(2) For absences for short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. In such cases, the technician will be advised in writing after counseling that a medical certificate will be required to support any future grants of sick leave regardless of duration.

b. Sick leave is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

c. Employees who may be required to provide care for an immediate family member with a contagious disease or sickness will be authorized sick leave. Should there be any question concerning whether a disease or illness is contagious within the meaning of the regulation or FPM 630, a medical certificate stating that the disease/illness is contagious may be required to support the granting of sick leave.

d. FAMILY FRIENDLY LEAVE ACT (H.R. 4361) Employees will be authorized to use up to 40 hours of sick leave per year to care for a family member having an illness, injury, or other condition which, if the employee had such condition, would justify the use of sick leave by the employee and to make arrangements for, or to attend, the funeral of a family member.

Employees who maintain a minimum sick leave balance of 80 hours (after deducting the amount that will be used for family care or bereavement) may use up to 64 additional hours sick leave, for a total of 104 hours of sick leave.

#### 18-5 COMPENSATORY TIME

a. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on a hour for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations.

In the event a technician is called back, a minimum of two hours will be considered standard, the technician is encouraged to document or explain circumstances which would justify a greater amount of compensatory time.

b. The administration of any necessary overtime work is solely a function of the employer.

Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employee. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.

c. Compensatory time may be used for performance of inactive duty training or active duty for training instead of annual leave or leave without pay.

d. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

e. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within thirteen (13) pay periods from the pay period in which it was earned. At the end of the thirteenth pay period from the in which it is earned the compensatory time will be forfeited. It is the technicians responsibility to request use of the compensatory time to avoid its loss. Supervisors will grant compensatory time which will be lost if not used.

#### 18-6 MATERNITY LEAVE

The employer acknowledges that the basis for a reasonable length of maternity leave shall be determined by the employee and her doctor. This absence period may include a pre-delivery period, delivery, post-natal recovery period and bonding time. The employee may choose to use any combination of sick, annual, comp, or leave without pay for maternity purposes.

#### 18-7 TRAUMATIC LEAVE

Civilian Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor. NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

#### 18-8 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the employees request. The employer agrees to consider LWOP upon the request of the employee for situations such as;

1. Job related training/education which would be of benefit to the agency.
2. Recovery from illness and/or disability.
3. Personal/family emergencies.

#### 18-9 LEAVE FOR BLOOD DONATION

The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for employer donors to be released, the employee(s) will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four (4) hours.

#### 18-10 MILITARY LEAVE

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty/training on an annual basis. the employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave.

Technicians are provided the option of using other available leave first or commingling types of leave. However, if other forms of leave are commingled with military leave, to the extent available, military leave must be used on weekends and holidays. It is recognized that the employee may carry-over up to fifteen (15) days of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of 30 days military leave for use during a fiscal year.

### ARTICLE XIX LABOR ORGANIZATION OFFICIALS

## LEAVE OF ABSENCE

The Employer agrees that when a sixty (60) day written notice is given, a technician in the unit who has been elected or appointed to an Association office, or as a delegate to an A.C.T. activity requiring an extended leave of absence, shall be granted, upon approval, annual leave and or leave without pay. Such leave of absence shall not exceed one (1) year for each application. The HRO will provide written notification to the technician of approval or denial within fifteen (15) days of receipt of the written request for leave. The technician's rights and privileges will be protected under the provisions of the applicable portions of the Federal Personnel Manual.

## ARTICLE XX

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### 20-1 PURPOSE

To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Civilian Technicians force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

#### 20-2 OBJECTIVES

This article will be used for filling bargaining unit vacancies that management elects to fill in the excepted and competitive services of the California Air National Guard and will be used for all promotions and competitive reassignments in accordance with TPM ANNEX-A.

#### 20-3 RELEASE OF SELECTEE

After selection for promotion/placement, technicians must be released promptly from their present position. Release will normally be within two (2) weeks after the selection, either on the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

#### 20-4 EXPIRATION OF REFERRAL CERTIFICATE

If the vacant position is not filled, the referral certificate (NGB Form 300-6) will remain in effect for one (1) year, unless those on the certificate agree in writing to withdraw from the certificate.

#### 20-5 RECORDS REQUIRED

Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this article.

a. The following records are to be maintained in the Human Resources Office SPMO:

- (1) Copy of the vacancy announcement.
- (2) Copy of NGB Form 300, and NGB Form 300-6.
- (3) Copy of all SF 171 and attached documents.
- (4) Forms used in the evaluation and rating process.
- (5) Record of the "Stopper List" having been cleared (for competitive positions only).

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

#### 20-6 GRIEVANCES

a. A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

b. The employer, upon written request, will submit to the Labor Organization the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged, or formal promotion action. Confidentiality of promotion material will be maintained by the labor organization.

c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

#### 20-23 COMPREHENSIVENESS

This article is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur. There may be unusual cases presented. In this event, the negotiation teams will attempt to resolve the problems. See Article 24, Section 24-2.

#### 20-24 INQUIRIES

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The Human Resources Office SPMO will address the areas where improvement can be made to enhance the individual's promotion potential. NOTE: The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 20-6 of this Article.

### ARTICLE XXI DISCIPLINE

#### 21-1 GENERAL

a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 13). It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature, seldom punitive, and will not be used as a means of harassment to personnel.

b. The parties recognize that there are two types of technician disciplinary actions that may be appropriate; i.e., informal disciplinary action and formal disciplinary action. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within fifteen days (15) after the offense becomes known to the individual's supervisor.

#### 21-2 INFORMAL DISCIPLINARY ACTION

a. This type of disciplinary action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will have a labor organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.

b. Counseling interviews will be recorded on NGB Form 904-1, in pencil, and may not exceed three (3) months.

c. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/ technicians concerned and individuals to whom the technician has given written permission.

d. An appeal of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

#### 21-3 FORMAL DISCIPLINARY ACTION

a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of the technician.

b. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter.

If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

(1) An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(b) Will be annotated in pencil (date and subject) on the NGB Form 904-1. The admonishment may not be retained longer than twelve (12) months.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

(2) Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with Human Resources Office SPMO for contract and regulatory compliance.

(b) The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

(c) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed eighteen (18) months.

(3) An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted. If adverse action is decided upon the procedure in Section 21-4 applies.

#### 21-4 ADVERSE ACTIONS

a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician.

(1) There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the employer/employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.

(2) Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his duties; the agency's ability to fulfill its mission, etc.)

b. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official (DCO, DCM, DCR or DCS as appropriate) and obtaining approval of the Human Resources Office SPMO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:



(1) Technicians will be given at least a thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(2) The technician will be given a Notice of Original Decision, signed by the Reviewing Official, that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(a) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(b) If the technician requests a hearing, the Human Recourses Office SPMO, will submit a written request to NGB-TN for a list of examiners. In-turn, the NGB-TN will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem and travel expenses will be paid by management.

(c) An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709e (5) and (6).

#### 21-5 REPRESENTATION

a. Prior to discussions that may lead to disciplinary or adverse actions, the supervisor will notify the technician of the right to labor organization representation.

If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation that waiver must be in writing. The labor organization will be served a copy of this waiver.

b. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

c. A supervisor who is conducting an investigatory interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with Section 21-5a above.

#### 21-6 RECORDS

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the employers files which contain evidence used by the employer to support the disciplinary action, consistent with the Freedom of Information Act (FOIA).

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employees initials acknowledge that the employee KNOWS that an entry was made, but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.

### ARTICLE XXII

#### GRIEVANCE PROCEDURES

##### 22-1 GENERAL

Civilian Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the

Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than ninety (90) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

#### 22-2 DEFINITIONS

A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the labor organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the labor organization, or agency concerning:
  - (1) The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

#### 22-3 REPRESENTATION

The labor organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

#### 22-4 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6), for WG employees TPR 531-1. S7, (531-1) are the applicable references.
- f. An EEO complaint.

#### 22-5 EXCLUSIVE PROCEDURE

The employer and the labor organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the employee(s) in the bargaining unit for processing of any grievance.

#### 22-6 EMPLOYEE RIGHTS

All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or labor organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

#### 22-7 GRIEVANCE FILE

A grievance file will be maintained by the Human Resources Office SPMO.

#### 22-8 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.
- c. If an employee or group of employees elect to present their grievance without the assistance of

the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.

d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.

#### 22-9 OFFICIAL TIME

A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or their labor organization representative, any dissatisfaction the employee may have.
- b. To a labor organization representative to discuss informally or formally with the appropriate management official any complaint the labor organization may have concerning matters under this agreement.
- c. To the employee and the designated labor organization representative for preparing and presenting the grievance.

#### 22-10 FORMAL GRIEVANCE

a. It is agreed that setting of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the employer and the labor organization.

b. If a settlement cannot verbally be agreed to, the following procedure will be utilized:

##### STEP 1

The grievance will be prepared in writing, utilizing the agreed to form. The grievance, will be presented to the appropriate Deputy Commander. An information copy of the grievance will be forwarded to the Human Recourses Office SPMO. The grievance and information will be discussed at the time of presentation of the grievance. The Deputy Commander will provide a determination of settlement, in writing, to the individual and the labor organization within seven (7) working days.

##### STEP 2

If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Adjutant General within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the grievant and the labor organization.

#### 22-11 LABOR ORGANIZATION GRIEVANCE

a. Labor Organization initiated grievances will name the Air Commander as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

b. The following procedures will be utilized for all Labor Organization grievances.

##### STEP 1

The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed with the Air Commander at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the Human Recourses Office SPMO. The Air Commander will provide a decision, in writing, within seven (7) working days, to the Labor Organization Chapter President.

##### STEP 2

If the Labor Organization is dissatisfied with the decision of the Air Commander an appeal will be forwarded to TAG within fifteen (15) working days. If TAG does not sustain the grievance a reason

in writing will be provided to the labor organization.

#### 22-12 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 21-6.

#### 22-13 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the labor organization or the employer may invoke the provisions of this section.
- c. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

#### 22-14 ARBITRATOR SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of it's intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) days the intent of Section 21-14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

#### 22-15 ARBITRATION EXPENSES

Expenses incurred for the arbitrator will be shared equally by the employer and the Labor Organization. If a transcript is required or used during the arbitration proceedings, management agrees to pay for any costs that might be incurred. Upon request, a copy of the transcript will be provided to the Labor Organization with no charge.

#### 22-16 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

#### 22-17 FLRA EXCEPTIONS

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions is not later thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty first (31st) day.

#### 22-18 COMPLIANCE

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

### ARTICLE XXIII

#### RADIOS AND TELEVISIONS IN WORK AREAS

##### 23-1 RADIOS AND TELEVISION

The employer agrees to allow the playing of radios and televisions in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as not to disturb work or cause a noise disturbance.

## ARTICLE XXIV IMPACT BARGAINING

### 24-1 PURPOSE

Prior to implementation of any event that could adversely affect one or more members of the bargaining unit, management will negotiate with the labor organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action which could adversely affect a bargaining unit member's condition of employment.

### 24-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work and TDY assignment procedures.

### 24-3 CHANGES AFFECTING WORKING CONDITIONS

Management agrees to hand deliver to a labor organization official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the labor organization desires formal discussion concerning contents of the drafts, management should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

### 24-4 MEETINGS

- a. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
- b. The employer and the labor organization agree to render decisions on issues not resolved at the meetings, within four (4) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies practices and working conditions, without prior negotiations/consultations with the labor organization.

## ARTICLE XXV REDUCTION-IN-FORCE

### 25-1 GENERAL:

The Adjutant General is responsible for implementing a reduction in force.

### 25-2 PROCEDURES

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351 and Public Law 95-454. The detailed procedure to effectuate this article will be in accordance with Article 24 (IMPACT BARGAINING) of the Labor Management Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority are negotiable and to that extent the Adjutant General in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely effected by implementation of this article.

### 25-3 DEFINITIONS

- a. Reduction-In-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.
- b. Competitive Areas: The competitive area is established as the total bargaining unit work force for all California ANG bargaining unit members. At the time a RIF notification is received,

impact bargaining will take place to determine that portion of the bargaining unit effected.

c. Competitive Levels:

(1) A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

(2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

(3) Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I - Technicians under permanent appointment who are not serving on probation or trial periods.

Group II - Technicians serving on probation or trial periods.

Group III - Technicians who have been given indefinite appointments in the excepted service (Temporary Employees)

e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.

(1) A technician retention standing will be computed using the average score of the last three official performance appraisals. For example, a technician may have received a performance rating score of -3-(1991), -3-(1992) and -1-(1993). Divide the total score of all three appraisals (8) by 3 which equates to 2.66. The technician's score of 2.66 will then be placed on the retention register.

NOTE: The following table is established to reconcile the appraisal rating system established by the NGB. This table assimilates the difference between agency regulations TPM 430 and TRP 351.

90 through 100 = 5

70 through 89 = 4

40 through 69 = 3

11 through 39 = 2

0 through 10 = 1

Technicians who do not have three current appraisals on file will be credited with a fully acceptable (3) rating for any missing appraisals.

(2) The service computation date (SCD) will be used as a tie-breaker when two or more technicians in the same tenure group have the same retention score. The technician service date (TSD) will be used as a further tie-breaker if required.

(3) Once authority for a reduction in force has been received, receipt of a new performance appraisal or military appraisal will not affect the technicians standing in the current reduction in force.

(4) Technicians with an overall performance rating of unacceptable may only compete with or displace other technicians with unacceptable performance appraisals.

25-4 HUMAN RECOURSES OFFICE SPMO RESPONSIBILITIES

a. Meet with the labor organization to explain the need for a reduction in force, upon request provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.

b. After impact bargaining with the labor organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 120 days in advance. The general notice will contain as a minimum:

1) The established agreed to competitive area.

- 2) The established date appraisals are to be/have been frozen.
- 3) The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
- 4) POC for program counseling.
- 5) Established date and times for appropriate separation briefings, etc.
- c. Screen the manning documents to determine which vacancies will be needed for placement action.
- d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- e. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

#### 25-5 RIF PROCEDURAL ENHANCEMENT COMMITTEE:

The parties mutually agree to form a committee comprised of three management officials and three Labor Organization officials. The purpose of the committee will be to study and recommend appropriate arrangements to be utilized should the implementation of this article become necessary. The parties agree to formulate the committee within 45 days from the date of approval of this agreement.

### ARTICLE XXVI EMPLOYEE PROGRAMS

#### 26-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs.

#### 26-2 OBJECTIVES

The objective of the Technician Assistance Program (TAP) is to identify and assist employees with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

#### 26-3 APPLICABLE DIRECTIVES

The following regulations provide guidance for these programs. These plans will be the sole criteria to be used in all employee assistance actions in accordance with TPM ANNEX-G

### ARTICLE XXVII EMPLOYEE TITLE

#### 27-1 EMPLOYEE TITLE

The employer will make every attempt, in circumstances that are controllable, to refer to Federal Civil Service Employees of the California Air National Guard as Technicians or civilian titles.

### ARTICLE XXVIII CLASSIFICATION ACTIONS

#### 28-1 GENERAL

It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining with the Labor Organization, provide the affected technician with:

- a. A notice, no less than thirty (30) days in advance of the effective date with a copy of the new position description (PD) or, the current PD if no changes are being effected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: An effective date will not be established until each of the above provisions are met.

#### 28-2 RECLASSIFICATION DOWNGRADE

- a. If any position is downgraded with a substantial change of duties and job number, such action

will be considered a reduction in force (RIF) and existing contract RIF procedures (Article 25) will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.

b. No personnel actions resulting directly from downgrading/RIF will be taken until management and the labor organization negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.

c. No individual will be downgraded until an on site classification desk audit of the duties being performed, has been accomplished by the Support Personnel Management Office and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit.

d. The employer will not utilize classification actions for the purpose of either awards or punishment.

#### 28-3 GRADE RETENTION

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

### ARTICLE XXIX

#### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

##### 29-1 POLICY

The California National Guard Technician Equal Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard technicians. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, national origin or handicap. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

##### 29-2 EEO COMPLAINT PROCEDURES

Any technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 30 calendar days of the occurrence.

##### 29-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.

b. Reported cases of sexual harassment will receive prompt and positive action.

c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor within thirty (30) days of the occurrence.

### ARTICLE XXX

#### AGREEMENT ADMINISTRATION

##### 30-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency Both dates will be made part of the agreement prior to distribution.

##### 30-2 AGENCY APPROVAL

a. The head of the Agency shall approve the agreement within 30 days from the date the



agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the Agency does not approve or disapprove the agreement within the 30 day period, the agreement shall take effect and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approved by the agency.

### 30-3 AGREEMENT DURATION

This agreement will remain in effect for three years from the date of approval by the Agency, or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

### 30-4 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

All TPM and ANNEX references are dated 28 Sep 89.

### 30-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime under one of the following procedures:

(1) Annually, Either party to this agreement may submit subjects for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.

(2) Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later then sixty (60) days prior to the midpoint of this agreement.

(3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

c. Representatives of the employer and the Association will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 30-5b. of this article will be considered.

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 30-2 of this article.

### 30-6 NEGOTIATING A NEW AGREEMENT

a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.

b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

=====

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have entered into this agreement on the 8<sup>th</sup> day of August 1996.

FOR THE LABOR ORIGINATION

---

Ron Andersen  
Chief Negotiator

---

Jeffrey G. Gunson  
MEMBER

---

James Torrez  
MEMBER

---

William Burns  
MEMBER

---

Chirstine Rottela  
MEMBER

FOR THE EMPLOYER

---

Ernest C. Smith  
Chief Negotiator

---

Charles D. Restivo  
MEMBER

---

Wallace Dailey  
MEMBER

---

Douglas S. Broadhurst  
MEMBER

---

Margaret Protack  
MEMBER